

Contract No. _____

Contract Description: Provide maternal child home visiting services to the Eastern County area on behalf of the Nevada County Public Health Department.

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of July 14, 2026, by and between the County of Nevada, ("County"), and Bobbie McKenzie ("Contractor") (together “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Eighty Five Thousand Dollars (\$85,000).**
3. **Term** This Contract shall commence on July 1, 2026. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2027.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages **shall not** **shall apply** to this contract. If Liquidated Damages are applicable to this contract, the terms are incorporated in Exhibit I, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and

harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all

related requirements of those sections must be maintained throughout the performance of the Contract.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
20. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Levin Act** This contract shall not shall be subject to compliance with Government Code Section 84308 (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit H, attached hereto.
22. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. Subrecipient and Contractor determinations.
23. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, this contract shall not shall qualify for debarment suspension monitoring. Contractor shall provide proof of debarment compliance if requested by the County. In addition, the County may (at anytime during the term of the Contract) screen the Contractor at www.sam.gov to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
24. **Financial, Statistical and Contract-Related Records:**
- 24.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program

procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

24.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

24.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

25. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

26. **Termination.**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event

of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

27. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception.
28. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
29. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
30. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
31. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 26, Termination.

32. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
33. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
34. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

35. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
36. **Information Technology Security Requirements** This contract shall not shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.
37. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software

implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

Responsibilities and Training:

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor’s machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor’s benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion.

38. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Public Health Department, Health and Human Services Administration		Bobbie McKenzie	
Address:	500 Crown Point Circle Suite 110	Address	PO BOX 779
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Penn Valley, CA 95946
Attn:	Jessica Ferrer	Attn:	Bobbie McKenzie
Email:	Jessica.Ferrer@nevadacountyca.gov	Email:	bobbie.marie.mckenzie@gmail.com
Phone:	(530) 265-1491	Phone:	530-277-2863

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Lisa Swarhout, Chair, of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or designee

CONTRACTOR: Bobbie McKenzie

By: _____ Date: _____

Name: _____

* Title: _____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- Exhibit A: [Schedule of Services](#)**
- Exhibit B: [Schedule of Charges and Payments](#)**
- Exhibit C: [Insurance Requirements](#)**
- Exhibit E: [Schedule of HIPAA Provisions](#)**
- Exhibit F: [Information Technology Security Summary Page](#)**

EXHIBIT A
SCHEDULE OF SERVICES
BOBBIE MCKENZIE

Bobbie McKenzie, hereinafter referred to as “CONTRACTOR” shall provide Parents As Teachers (PAT) Visiting as a component of the County’s implementation of the California Home Visiting Program (CHVP) and Public Health education and outreach consultant services for birthing and parenting families in Nevada County on behalf of the Nevada COUNTY Public Health Department, hereinafter referred to as “COUNTY.”

Parents As Teachers (PAT) Program Overview:

The Patient Protection and Affordable Care Act of 2010 authorized the creation of the Maternal, Infant and Early Childhood Home Visiting Program (MIECHV) to promote and improve the health, development and well-being of at-risk children and families through evidence-based home visiting programs. The California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division is implementing MIECHV as the California Home Visiting Program (CHVP) in the state. CHVP expanded its funding sources to include State General Funding; offering more programs to serve home visiting families. The Parents As Teachers Program (PAT) is part of the CHVP expansion. The purpose of this program is to: (1) provide leadership and coordinate maternal and early childhood systems and supports to advance federal, state, and local efforts to improve the health and well-being of families in California; (2) cultivate strong communities; (3) promote maternal health and well-being; (4) improve infant and child health development; and (5) strengthen family functioning.

Program Statement:

Parents as Teachers (PAT) is a robust evidence-based home visiting model with 21 Essential Requirements that specify what is needed to effectively replicate the PAT model and 81 Quality Standards that build upon these requirements with best practices for high quality operations and services. As a proven model that produces family outcomes of reduced child abuse and neglect; improved parenting knowledge and skills; children entering kindergarten and ready to learn; children that achieve school success in elementary grades; and parents involved in their child’s schooling, strong infrastructure and support are necessary for programs to be successful. PAT home visiting is completely voluntary, and all services shall be offered to participants free of charge. Participants are eligible to receive program services from pregnancy up to the time their child is age five.

Service Area:

Contractor shall provide services in Eastern County Region.

Public Health Nurse PAT Parent Educator scope of work:

Contractor’s responsibilities shall include, but not necessarily be limited to the following:

Contractor shall provide COUNTY Eighty (80) hours per month of home visiting services following Parents as Teachers Model and Curriculum. If not already trained and certified, the Contractor shall complete Parents as Teachers (PAT) Foundation and Model Implementation Training within the first three (3) months of the Agreement, or as soon as training becomes available. Contractor will complete all PAT model assigned trainings and professional developments to ensure best practices, program integrity, and model fidelity in accordance with the Parents As Teachers (PAT) evidence-based model.

Contractor shall maintain a caseload consistent with model guidelines throughout the term of this Agreement. The Parents as Teachers (PAT) model recommends a maximum caseload of 18 families for a

full-time Parent Educator, based on a schedule of two visits per month per family and a 40-hour workweek. However, the California Home Visiting Program (CHVP) requires a maximum caseload of 17 families, which shall be the maximum caseload permitted under this Agreement. Accordingly, at a workload of 80 hours per month (0.5 FTE), the Contractor shall maintain a caseload of 8–9 families.

Contractor must maintain Registered Nurse and Public Health Nursing licenses.

Contractor must comply with both Nevada County privacy (Exhibit E) and the CDPH Privacy Guidelines.

REFERRALS AND ENROLLMENT: Pregnant and parenting persons shall be referred to the MCAH Parents As Teachers in Nevada County, through their local health care provider/ agency or other community partners. Contractor shall conduct outreach to partner organizations serving the perinatal population, and ensure they have access to referral paperwork that aligns with model directives. Contractor shall also conduct direct outreach to community members that would benefit from home visiting through health fairs, program lead groups, Community Baby Showers and other opportunities to connect with the perinatal and parenting population.

Implementation of PAT Services:

- Contractor shall implement home visiting services in alignment with the PAT model and CHVP requirements. Contractor shall abide by all policies set forth in the Public Health Affiliation with PAT model developers, including trainings, reporting, and data collection and privacy laws.
- Contractor shall ensure protected health information remains secure per Attachment 1 CDPH California Home Visit Program (CHVP) Privacy Attachment and Exhibit “E” Schedule of HIPAA Provisions for Business Associates.
- Contractor shall complete documentation of home visiting notes within 3 business days of occurrence and enter information into the data management system (Visit Tracker) as required.
- Contractor shall administer screening/assessments per model protocols (e.g. ASQ, ASQ- SE, Edinburgh Postpartum Depression Scale, WEB, PICCOLO, etc.) within the timeframe designated by PAT quality assurance standards; within first 90 or 120 days or annually. Additional assessments will be conducted whenever parent/caregiver concerns arise to justify the assessment.
- For each identified concern, based on screening tools, clinical assessment, or parental concern, the mother and/or child shall receive a referral(s) to available community resources. Referrals shall be closed-loop, ensuring that the family remains aware of the outcome of referral and availability of services.
- Maintain access to or develop an updated list of community referral resources including hospitals, health care providers, and community agencies.

EDUCATION AND OUTREACH

- Educate women enrolled in services regarding early and adequate prenatal care.
- Identify and address barriers to keeping prenatal appointments.
- Make referrals and assist clients to enroll in Medi-Cal, Access for Infants and Mothers (AIM), and other low cost/no cost insurance programs for health care coverage.
- Educate on family planning and use of different types of contraceptives and refer to appropriate agencies.
- Educate women on the signs and symptoms of maternal depression.
- Identify community partners with expertise in management of postpartum depression/perinatal mood disorder and make referrals when appropriate.

- Educate families to understand the importance of well-child visits and immunizations. Through reminders, linkage to transportation services and care coordination, support parents to adhere to scheduled well-child visits and immunization schedules.
- Educate families regarding home safety measures and injury prevention, including safe infant sleeping environments. Promote and culturally appropriate information and resources related to SIDS/SUID risk factors and safe sleep strategies.
- Improve breast/chest feeding outcomes for families through culturally appropriate lactation and feeding practices and support services.
- Provide resources to parents to prevent child abuse.
- Model appropriate parenting skills and refer to parenting classes, counseling, or other support services.
- Monitor for signs of child abuse and/or neglect through observation at each home visit.
- Contractor shall integrate Protective Factors to promote high-quality parenting behavior and the parent-child relationship.
- Provide anticipatory guidance and education regarding importance of developmental screening.

ASSESSMENTS

- Administer all required family assessments at specified intervals as required by CHVP and PAT.
- Conduct assessment of family stress level, social support, and parental emotional well-being using CHVP required assessment tools.
- Assist parents to develop a plan to achieve educational and employment goals.

ADMINISTRATION, COMPLIANCE, TRAINING AND REPORTING

- Participate in model-specific quality assurance activities and any CHVP-directed Continuous Quality Improvement (CQI) activities.
- Contractor shall cooperate with CHVP external program evaluators as needed.
- Contractor is responsible for collection of all demographic data, data/ information that may be needed for grant reporting requirements or for verification of program benchmarks.
- Contractor shall remain in close communication with the County's DPHN and MCAH Director and/or Coordinator and meet as needed to discuss program development.
- Contractor shall attend meetings and trainings necessary to ensure proficiency and efficient delivery of the PAT program.
- Contractor will use nursing expertise to act as a consult for inter/intra department partners.
- Contractor will complete monthly time studies. Contractor will complete annual MediCal Administration Training (MAA) and Title XIX trainings to ensure time study accuracy. Under the contractor's role through MAA draw-down the contractor shall, when necessary provide the following Medi-Cal related services:
 - Administrative Activities (MAA) based upon client need or upon request of the County:
 - Medi-Cal Outreach (Code 4): Activities that bring families into Medi-Cal/Health services.
 - Referral, Coordination, and Monitoring of Medi-Cal Services (Code 6): Activities that involve making referrals for coordinating and/or monitoring the delivery of Medi-Cal covered services.
 - Program Planning and Policy Development (PP&PD) (Codes 15-18): Activities that develop strategies to increase the capacity of the Medi-Cal system and close the gap in Medi-Cal services.
 - Training (Code 20): Activities related to providing and attending annual or refresher time survey coding training.

- Contractor agrees to conduct an on-going time study which will identify all time spent on each of the allowable Medi-Cal Administrative Activities, non-claimable activities, and general administration. All non-MAA related activities shall be time studied to non-MAA activities such as Other Programs/Activities. Contractor shall complete an online time study in the county's designated Time Study platform by the end of each month.
 - Contractor agrees to complete time study training with the County's MAA Coordinator prior to starting to time study.
- Contractor shall submit monthly invoices that include the following details:
 1. Contract number
 2. Summary of Training, Education and Outreach Activities (hours and events)

As well, County will verify upon reception of invoice caseload, client contacts, referrals and resources through Visit Tracker reports.

- Other duties as needed or requested and agreed upon in writing by CONTRACTOR and COUNTY.
- Using Skilled Professional Medical Personnel (SPMP) expertise, initiates and maintains outreach to the high-risk pregnancy and parenting population in Nevada County which includes case finding, case coordination, referrals to needed services and follow up.
- Assists and provides referrals to individuals and families, eligible for Medi-Cal, in the referral process and accessing Medi-Cal providers, care and/or services.
- Assists individuals currently enrolled in Medi-Cal in accessing Medi-Cal services.
- Through home visiting and telephone calls, provide case management for high risk mothers, infants, and children to ensure access to providers of care and other essential services.
- Using SPMP expertise, provides assessments, referrals, and case coordination, along with partnering agencies, to address the ongoing needs of Children and Youth with Special Healthcare Needs (CYSHCN).
- Participates in interdisciplinary team meetings with the Comprehensive Perinatal Service Providers (CPSP) program providers and other related care providers.
- Acts as an SPMP resource for other programs, CCS ECM, WIC, CWS within the County serving the high-risk population.
- Gathers statistical information at client intake which is utilized in performing an ongoing assessment of the pregnant and parenting population using drugs, alcohol, and tobacco.
- Using SPMP expertise to engage community partners in addressing social determinants of health and encourage participation and support of public health and policy efforts to improve the health of Medi-Cal populations.
- Using SPMP knowledge, participates in planning for the provision of services, case conferencing and multidisciplinary teams.
- Partners with professional therapists to provide the Moving Beyond Depression in-home cognitive behavioral therapy (IH-CBT) program to mothers meeting eligibility criteria. This service is performed in conjunction with MCAH home visiting services.

- Provides preventive guidance to clients with daily living needs that require the specialized training and services of a public health nurse.

ATTACHMENT 1
CDPH California Home Visit Program (CHVP) Privacy Attachment

To ensure the confidentiality of information related to participation in California Home Visiting Program (CHVP) services. California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Standard Agreement Contract, Exhibit G Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum; CDPH, MCAH Data Form and Data System Use Agreement; the California Child Abuse and Neglect Reporting Act (California Penal Code Section 11164-11174.3); and the Information Practices Act of 1977 (California Civil Code Section 1798-1798.1).

I. General Administrative

A. Staff Confidentiality: Local CHVP staff that has access to participant data must receive training locally on confidentiality and sign a Confidentiality Agreement at the time of employment. The agreement must be renewed annually and a current copy must be kept on file. All confidentiality and privacy requirements are detailed in the CDPH HIPAA Business Associate Addendum Exhibit G, Section II.M of the CDPH MCAH contract with each county. Counties are additionally responsible for ensuring that any subcontracting agencies also meet these requirements.

B. Participant Consent: All CHVP participants must sign an informed consent at enrollment to have their information shared with the CDPH for purposes of aggregated, unidentifiable public health reporting. Please refer to CHVP Policy 100-40 Enrollment for further details regarding the required consent form.

C. Mandated Reporting: CHVP home visiting staff has a legal obligation to report suspected or substantiated child abuse and must follow state, local, and agency requirements related to mandated reporting laws which may supersede participant confidentiality.

II. Participant Data Storage

All participant data must be stored so that it is accessible only to staff who are directly involved in service delivery, supervision of direct-service staff or for data entry purposes. To prevent unauthorized access:

A. All hard copy participant data, program-issued transportable media (disks, CDs, cassettes, USB drives, laptops, tablets, PDAs, iPads, smart phones and all other removable storage devices or mobile electronic devices) that contain CDPH/MCAH/CHVP 100-20 PARTICIPANT CONFIDENTIALITY Revision Date 3/23/16 GENERAL ADMINISTRATION CHVP 100 participant data must be stored in a locked file cabinet in the office or at least in a secured staff area, when not in use and stored in a lockbox when travelling.

B. When travelling, the transport of confidential, sensitive or personal information should be minimal and, if possible, should not be separated from the employee. Leaving charts or streamlined charts in a car, even if they are in a lock box, should be avoided. Hiding or obscuring lockbox or charts from sight is mandatory. Additional security, such as installing a car alarm, or double locking is highly recommended.

C. Local CHVP sites using personal transportable media for business purposes, for example personal cell phones, must adhere to their county's local document policy or guidelines to ensure the protection of participant data. D. All electronic participant data must be stored in password-protected, encrypted files.

III. Participant Data Transmission

When sending participant data, measures must be taken to protect said information. The local CHVP site must add a confidentiality statement at the beginning or end of every fax or email that contains participant data notifying persons receiving the fax in error to contact the sender and destroy the document.

A. Fax: Local CHVP site staff must notify their Program Consultant or a member of the State CHVP Program Quality Section team prior to sending participant data to the State CHVP via fax.

B. E-mail: Local CHVP sites are to refer to participants by their case number, eliminating the need to send emails securely. Local CHVP site staff must always use the ETO ID number and never put a participant name in an email to CHVP. This eliminates the most common form of data breach. If it is necessary for a local CHVP site to send an e-mail to CHVP staff or CHVP Data Help that contains protected participant data, it must be secured by following the county encryption procedures. Failure to encrypt e-mails that contain participant data is considered a data breach and CHVP is required to report this to the CDPH Information Security Office (ISO).

C. Transportable Media: Transportable media must be encrypted when participant data is sent or received through the mail, and such media is required to be mailed through a secure, bonded courier with tracking or return receipt and signature required.

D. Office closure/move: The local CHVP site must ensure that privacy and security of participant data is maintained. If documents containing this information must be moved, they must be transported using a secure, bonded courier with a tracking system.

IV. Retention and Disposal

The following steps must be taken regarding retention and disposal of materials:

A. Participant data must be retained for at least three years for the purposes of potential audits and/or for data reconciliation.

B. The local CHVP site must have policies in place to ensure that participant CDPH/MCAH/CHVP 100-20 PARTICIPANT CONFIDENTIALITY Revision Date 3/23/16 GENERAL ADMINISTRATION CHVP 100 data is discarded or physically destroyed in a secure and confidential manner (e.g., shredded, locked in confidential destruction bins and pulverized) when no longer needed.

V. Data Breach/Compromised Data

In the instance of a data breach, the procedure outlined below must be followed. If a county encryption does not exist, data must not be emailed. It is the responsibility of the local CHVP Program Managers and Supervisors to ensure that local staff is trained in the application of these procedures and to discern when participant data is protected. Transmission encryption requirements are specified in CDPH HIPAA Business Associate Addendum Exhibit G, Section II.M of the CDPH MCAH contract. The requirement is: "All data transmissions of CDPH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail." Note: The previous procedure for sites to secure emails by including [secure] in the subject line is no longer required. Procedure: The following steps must be taken in the instance of lost, stolen and/or compromised participant data, including unsecured participant data sent anywhere, by any means (e-mail, fax, mail, etc.).

A. The local CHVP site must contact their CHVP Program Consultant (PC) within 24 hours of the occurrence and submit a summary of the incident including immediate follow-up actions implemented after the occurrence to their PC.

B. The local CHVP site staff is required to report the incident to their county Information Security Office (ISO) and follow their guidance for remediation procedures.

C. Additional remediation may be required by the CDPH ISO, which must be determined on a case-by-case basis. REFERENCES The CDPH Information Security Policy and CDPH Privacy Policy, August 201.

**EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
BOBBIE MCKENZIE**

The maximum contract obligation for services provided under this Contract shall not exceed Eight Five Thousand dollars (\$85,000) for satisfactory performance of services as outlined in Exhibit "A" during the contract term of July 1, 2026 through June 30, 2027. COUNTY shall reimburse CONTRACTOR for the provision of services and deliverables at an hourly rate of \$88.50.

BUDGET DESCRIPTION	HOURLY RATE	# of MONTHS	MAXIMUM REIMBURSEMENT AMOUNT
PHN/ Parent Educator (approx. 80 hours/month)	\$88.50	12	\$85,000
Not to Exceed Amount		\$85,000	

CONTINGENCY:

The maximum obligation of this Agreement is contingent and dependent on the COUNTY's receipt of the California Home Visiting Program (CHVP) - State General Fund (SGF) and Maternal Child Adolescent Health (MCAH) Title V funding from the California Department of Public Health.

CERTIFIED PUBLIC EXPENDITURE (CPE):

A portion of this contract is funded by California Home Visiting Program (CHVP) - State General Fund (SGF) grant funding which is state funds that meet the requirements for CPE; thus allowable activities documented in monthly MAA time studies and expenditures made under this contract can be claimed for MAA reimbursement.

Contractor shall submit an invoice to County by the 10th of each month following the month services were rendered. Each invoice shall include:

- Dates/Month/hours of services rendered
 - Cost of services rendered – identifying total direct costs
 - Billing period covered
 - Contract Number assigned to the approved contract
 - Unique invoice number for each invoice submitted
- Supporting documentation that includes summary of training, education and outreach activities (hours and events)

As well, County will verify upon reception of invoice caseload, client contacts, referrals and resources through Visit Tracker reports.

Contractor is responsible for the validity of all invoice and must submit required data reports as defined in Exhibit A (Participation and Reporting). The MAA time study is perpetual throughout the year. Monthly time studies must be completed for Title XIX during the middle month of each quarter: (August, February, April, May.) Monthly invoices will not be processed without all required invoice details, reports and the required time study(ies).

CHVP SGF deliverables will be documented in the electronic data management system, Visit Tracker.

Invoices shall be emailed to: Jessica.Ferrer@nevadacountyca.gov.

CONTRACTOR shall be reimbursed within thirty (30) days of COUNTY's receipt of complete, correct, approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** CONTRACTOR AFFIRMS UNDER PENALTY OF PERJURY THEY ARE INDEPENDENT AND WITHOUT EMPLOYEES. CONTRACTOR AFFIRMS THEY CARRY HEALTH INSURANCE POLICY, HEALTHCARE SERVICE PLAN, OR DISABILITY INSURANCE COVERING CONTRACTOR FOR BODILY INJURY OR DISEASE. CONTRACTOR FURTHER AGREES TO WAIVE ALL RIGHTS TO WORKERS’ COMPENSATION BENEFITS FOR ANY ACCIDENT FOR BODILY INJURY OR DISEASE. CONTRACTOR HEREBY GRANTS TO COUNTY A WAIVER OF ANY RIGHT TO SUBROGATION WHICH ANY INSURER OF SAID CONTRACTOR MAY ACQUIRE AGAINST THE COUNTY BY VIRTUE OF THE PAYMENT OF ANY LOSS UNDER SUCH INSURANCE.
4. **Professional Liability (Errors and Omissions):** Insurance with limit no less than **\$500,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** County, its officers, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.
4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers’ compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to County.
9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

10. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

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**EXHIBIT “E”
SCHEDULE OF HIPAA PROVISIONS
FOR BUSINESS ASSOCIATES**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT**

Contractor acknowledges that it is a “Business Associate” for purposes of this Contract and of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and The Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information (“PHI”) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the “minimum necessary” policies and procedures of County (see NCPP 200 – Use and Disclosure Policy).
2. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
3. Except as otherwise limited in this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of County for any purpose other than as permitted or required by this Contract or as required by law.
5. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
6. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
7. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
8. To the extent Contractor is to carry out County’s obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

1. Protect the privacy and provide for the security of PHI and electronic Protected Health Information (“ePHI”) created, received, maintained or transmitted by Contractor pursuant to this Contract in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
2. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this Contract.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this Contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
5. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.
6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740
7. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
8. Make Contractor’s internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County available to

- County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith.
 10. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this Contract.
 11. At termination of this Contract, if feasible, Contractor agrees to return or destroy all PHI received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

EXHIBIT F INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

